1883-018 Chancery Causes: John Herd + wife &c vs. Jessee Davis + wife &c alias Jessee Wilson
Lee Co.

Singleton, Kimberling, Fannon, Fields, Lovel, Wilson, Hammond, Barker, Duff, Hurd, Hammonds

-Deed

CA-Estate Dispute
T-Property

To the Honorable John A. Kelly Judge of the Circuit Court of Lee County Va

The bill of complaint of John Herd and Nelly Herd his wife (formerly Nelly Singleton) Hiram Kimberling and Malissa Kimberling his wife, (formerly Malissa Singleton) James Faunon and Ann Faunon his wife (formerly Ann Singleton) John Field, and Emaline his wife (formerly Emaline Singleton) C. J. Lovell and Melvina Lovell his wife (formerly Melvina Singleton) Humbly complaining respectfully represent that your female complainants are children and heirs at law of Dempsey Singleton deceased, and that to them as such heirs their descended certain real estate in the County of Lee from their ancestor more particularly described hereinafter. Their said father Dempsey Singleton, was the owner in equity, having fully paid therefor a small piece of land, situate in Lee County Virginia, and properly described in a title bond executed by Henry L. Barker to one J. G. Brooks, who fully paid therefor, and afterwards sold the same land, to Dempsey Singleton, who paid Brooks fully therefor and by a writing thereon endorsed on said

1871. said Brooks assigned said Bond to said Singleton, and afterwards on the 24th day of May 1880 said Singleton by a writing thereon endorsed, assigned said bond to to Mary J. and John P. Hammond.

Some time before this one G. C. Duff guardian of John P. & Mary J. Hammonds purchased from one George W. Barker, and fully paid him therefor a certain piece of land in Lee County, Va. more the first piece herein above described, and which is fully set forth and described in the title bond of said George W. Barker, dated on the said 24th day of May 1880 - This title bond is executed to your female complainant by said Barker for said lands and binds him in the penal sum of $30. to make title thereto.

Your ~~Orator~~ Complainant, allege that said G. C. Duff acting as guardian & holding the land last herein set forth traded or swopped it to their ancestor Dempsy Singleton in his lifetime, for the piece or parcel last herein named that he caused their ancestor, to make said assignment aforesaid of Henry A. Barkers title bond to his wards, and

witnessed the same, that he drew the title bond of George W. Barker and requested him to sign it to your female Complainant, and witnessed it on the same day of the assignment of Engle to Hammond. That it was a trade made with said Guardian, and that he the said Guardian on that day paid your Complainants ancestor in consideration thereof $30. as boot between said places, that your Complainants ancestor went into the possession of the lot of land of George W. Barker price as said boot or his money into the Henry S. Barker price — These title Bonds marked A. & B. will be found herewith filed as part hereof. Your Complainants ancestor before his death, and your Complainants since his death have continued in the possession of their ~~reciprocal~~ price and made valuable improvements thereon, while the Hammonds being as their Guardian have permitted their price to go to rack, and become greatly out of repair. And their Guardian a Mary J. have since that time, by deed bearing date on the ___ day of 188 procured George W. Barker to convey to them

the lands for which they hold the said George W. Barker title bond - this deed or a copy thereof will also be found filed herewith marked "A" & is prayed to be considered as part hereof. Since the execution of this false & fraudulent deed by George W. Barker, in violation of his bond to your female complainant, the said Guardian G. C. Duff has been & still is suing the possession of the lands in their possession under his contract aforesaid.

Your complainant; therefore allege that said George W. Barker with full knowledge of the facts aforesaid, made and executed to said John P. O'Mara said deed, to hinder delay & defraud your female complainant out of their said land. That the same was so procured by said Guardian to defraud your complainant; out of their land, - and they are advised that the same is null and void. They are advised that said Contract being made with G. C. Duff who was in fact the equitable owner of the George W. Barker tract and who procured the bond to be executed to your female complainant vested the equitable title

in them, and that said George W. Barber having recognized their equity thereto and executed his bond as aforesaid was bound to convey to them. Since the trade made in said lands as aforesaid Mary L. Hammond has attained 21 years of age and intermarried with Jessee Davis alias Jessee Wilson, and they in connection with said Guardian G. C. Duff are now seeking the possession of these lands. The object of this bill is therefore to have the deed of George W. Barber executed to Mary L. Davis & John P. Hammond, cancelled set aside and held void and that said George W. Barber, be compelled to convey in accordance with his bond to convey said lands as by his bond stipulated and that your Complainants be quieted in their possession thereof.

The premises considered therefore they pray that Jessee Davis (alias Jessee Wilson) Mary L. Davis his wife, John P. Hammond and G. C. Duff in his own right and as Guardian of the said John P. Hammond. and George W. Barber be made parties defendants to this bill and answer its allegations upon oath, and upon a

hearing a decree be rendered, setting aside counting void & holding for naught the deed made by George W. Barber to John P. Hammond & Mary L. Davis, and that he be compelled to convey the same to your female complainants, in pursuance with his title bond, that said G. C. Duff be decreed to specifically execute his contract with your female complainants, as agreed & Contracted with their ancestor Sempry Singleton.
Or if mistaken in their relief or the measure thereof, then that an account of permanent improvements, on each place be made that your complainants be paid a just compensation for their labor & improvements, as that Jessee Davis & Mary L. Davis his wife and G. C. Duff Guardian of John P. Hammond be compelled to pay them for such improvements or to surrender to them their former possessions, putting your Orator in as good condition as before said trade, was made, and for all other further or general relief may be issued &c.

and that a guardian ad litem be appointed to answer & defend for John P. Hammond a infant, & all

A. L Pridemore
P.Q.

P.

John Deard & wife &c.

vs

Bill Ch'd

Jessee Davis & wife &c.

~~Exhibit A B filed~~

1882. June 8th Bill Filed.

" July 5th Subpoena Issued & D. Nisi

" Aug D. N. confd. J. A. G. Wyatt appt. G. A. L. and his answer filed & cause set for hearing by Plaintiff

1882 Aug Decree Cont'd.

" Nov. " "

1883. March - Decree Cont'd

" Aug. Decree Final

John Deard & wife et al

To Lo $11.70

S 3.00

Lo Lo 75-

~~Costs~~ 1.50

Do 2.50

To the Hon. Jno. A. Kelly Judge of the Circuit Court of Lee County Va—

The Seperate answer of John. P. Hammond an infant under 21. Years of age, to a Bill filed in this Honorable Court against this Respondent & others by John Herdon wife et al; by J. A. G. Hyatt his Guardian ad litem —

Respondent saving the benefit of all just & proper exceptions for answer thereto or so much thereof as he is advised is material for him to answer — Answering he says — So far as he is capable of Judging the Plffs have correctfully set forth the facts of the case in their bill — Respondent knows however, nothing of the truth or falsity of said Bill, nor is his ward of sufficient years to advise concerning his rights, he throws them upon the tender mercies of this Court, the peculiar Guardian of infants, and having now fully answered he prays hence to be dismissed with his costs.

J. A. G. Hyatt
Guar. ad litem

John Herd & wife et al
vs
Ann. G. A. L.

Jesses Davis & wife et al

Filed August 14th 1882
J. A. G. Hyatt
Clerk

Chd 44

To the Hon, John A. Kelly, Judge of the Circuit Court of Lee County Virginia:

George W. Barker a defendant to a bill filed in this Honorable court against him and others, by John Hundrise and others, heirs at law of Dempsey Singleton decd, by way of answer thereto, or so much thereof as he is advised it is material for him to answer, answering Says. That it is true he sold to his co-defendant G.C. Duff as Guardian for Mary J. and John P. Hammonds a certain piece or parcel of land lying in Lee County Virginia supposed to contain about 100 acres, and the same is described in this respondents title bond to the female plaintiffs dated May the 24 of 1880, And it is also true that said G.C. Duff as such guardian has fully paid respondent therefor and it is also true that said land to the female plaintiffs is in the penal sum of $550.00 binding him in that sum to make title to the land therein described, upon the condition therein set out. Respondent further states, that some time before the exchange of land was made, which is referred to by the plaintiffs in their bill, Dempsey Singleton in his lifetime, said to this respondent, that he wished to purchase some three four or five acres of land adjoining the land described in H.J Bakers title bond to Brooks and assigned by Brooks to said Singleton and by the latter assigned to Mary J & John P. Hammonds, and

he gave as a reason therefor, that it would give him a convenient place on which to erect a house and also access to his Brooks or H.J. Barkuloo and in reply to that declaration this respondent said to said Singleton that he would sell him the land he wanted, on fair terms, if they could agree as to what such fair terms was. But no terms as to price or precise quantity was ever agreed upon between him and respondent, and no land was given by respondent to him for a title, nor did Singleton ever execute his note to respondent for the purchase price thereof, nor has there ever been one farthing paid toward the purchase price of said land either by Singleton in his lifetime, or by his heirs or any one else since his death, and respondent now submits that he is not legally or morally bound to convey this land to any one that a court of equity cannot and will not require him so to do. But notwithstanding there was no contract between respondent and said Dempsey Single with reference to the three forty or five acres. ton, yet he at once went upon the land thus talked about, and erected a small cabin house thereon, and very soon thereafter said Singleton undertook to, and did agree to exchange this piece of land, and the land which he had purchased of said Brooks, to Mary J. and John P. Hammonds for the piece purchased by said Duff for them from respondent; Respondent further states

that the title to the land sold by Henry J. Barker to Brooks and by him to Singleton and by the latter attempted to be exchanged to Mary J. and John P. Hammonds was not in said Henry J. Barker at the time of his sale to Brooks, or now. but that the legal title thereto was in his wife, and that she either inherited it, or it was devised to her by her father John Feathers, deceased late of Sullivan County Tennessee.

Respondent further says that at the time said Singleton exchanged lands with said Mary J. & John P. Hammonds, he knew that the title to the Brooks land was not in said Henry J. Barker, but that it was as above stated in his wife, and he did not but knew that the title to the 3, 4, or 5 acres before spoken of was in this respondent, and that no part of the purchase price therefor had been paid or was agreed upon, and that he held no bond on respondent for a title to the same or any part thereof nor had the boundaries thereof been agreed upon, between said Singleton & Respondent.

At the time G.K. Duff as guardian brought of this respondent the 100 acres of land for his wards Mary J. & John P. Hammonds, this respondent executed to him as such guardian a bond for a title thereto. when the purchase money therefor should be paid and the same has been fully paid

Respondent admits the fact as charged by the plaintiffs that he has conveyed by deed dated August the 6th 1881 to Mary J. & John P. Hammonds the land described in his bond to the female plaintiffs dated May 24th 1880

But he denies the charge made by the plaintiffs that said conveyance was made to hinder delay and defraud the female plaintiffs out of their land. But on the contrary said conveyance was made to said Mary J & John P. Hammonds in exchange of respondents land to G C. Duff as their guardian entered into long prior to May 24 1880. of which outstanding land Dempsey Singleton had notice, and to prevent a gross fraud being practiced on said Mary J & John P. Hammonds, But in addition to this, Dempsey Singleton knew at the time he undertook to exchange lands with Mary J & John P. Hammonds that they were both under 21 years of age, and that they could not be bound by any contract they might make with reference to land, during their minority

Respondent further states, that at the time he executed his land to the female plaintiffs dated May 24th 1880 he then as well as now knew the condition of the title, to the two pieces of land exchanged by Dempsey Singleton to Mary J & John P. Hammonds & in whom the same were vested, and hence respondent when he executed said last named land, had a condition inserted therein in the following words "And Dempsey Singleton has this day assigned to Mary J & John P. Hammonds a certain land from Harry J. Barker, now if said land proves to make a good right to them for the land described in it, then I George W. Barker will make or cause to be made a good and sufficient right to the heirs of Dempsey Singleton the described piece of land in said G C. Duffs land, then &c."

Respondent now says that since said Henry J Bankes had has not resulted in a good title to Mary J and John P. Hammonds for the land therein discribed, and so far as as the legal effect of that bond is concerned cannot result in a good title to the land therein discribed. That his bond to the female plaintiffs has no binding force whatever so long as said condition remains unconplied with But were said condition strictly complied with, Still respondent is advised that until the plaintiffs should secure to Mary J. & John P. Hammond a good title to all the land traded to them by Dempsey Singleton for the piece conveyed to them by respondent, that your Honor would not compell them to take a life quintity than they had contracted for during their Minority: Mary J Hamonds after arriving to the age of 21 years having elected to set aside and to repudiate the exchange of land made by her and her brother with Dempsey Singleton during their Minority and she having applied to respondent for a title to the land purchased by said Duff for her and her brother Respondent felt that he could not do otherwise than to execute to them a deed of conveyance for the land purchased for them by their guardian and for which his bond was outstanding, and the same was accordingly executed in discharge of his first bond.

Respondent having now answered as fully as deemed necessary, he hereby denies each and every allegation of the plffs bill so far as the same relates to him

not herein already denied or confessed and avoided and the more prays that the plaintiffs bill be dismissed and respondent decreed his costs.

Ayers & Morgan Sol for Respt

I do Swear that the facts set out in the foregoing answer so far as made on my own knowledge are true and so far as made on information derived from others I believe to be true. so help me god.

George W Barker

Sworn to before me this 19th day of Oct 1882

Henry J Morgan Com.

George W. Barker
vs
Solon Reed et als
Ans

Filed in open Court
by Leave thereof
Dec. 1st 1882
J. A. Hyatt Clk

Repl. 62

To the Hon John A. Kelly Judge of the Circuit Court of Lee county Virginia:

The Separate answer of Granville C. Duff in his own right and as guardian of John P. Hammond and late guardian for Mary J. Hammond and Mary J. Davis wife of Jessee Davis to a bill in equity filed in this Honorable court against him as such guardian and late guardian and in his own right, and against said John P. Hammond and said Jessee Davis and wife, and one George W. Barker, by John Reed & wife Hiram Kimberling & wife, James Fannon & wife, John Fields & wife, & C. J. Lovel & wife, heirs at law of Dempsey Singleton deceased. would respectfully show unto your Honor the following state of facts by way of answer to the said bill.

So far as this respondent knows the plaintiffs are the heirs at law of Dempsey Singleton dec'd. And this respondent supposes it is true that such interest as the said Dempsey Singleton had in and to the land discribed in the title bond of Henry J. Barker to J. G. Brooks and by the latter assigned to said Singleton descended to the plaintiffs as claimed by them. And this respondent supposes it is true that said Brooks on the 28th of Nov. 1871. assigned his said title bond unto Barker to said Dempsey Singleton, as stated by the Plaintiffs. And this respondent admits that it is also true that said Dempsey Singleton on the 24th day of May 1880 assigned said title bond to Mary J. and John P. Hammond

and that he signed his name as the subscribing witness to said last named assignment. It is also true that this respondent as guardian for Mary J. and John P. Hammond, about the day of 18 bought of said George W. Barker a tract of land supposed to contain 100 acres, and fully paid him therefor. And this last mentioned land this respondent is informed and does not believe the land described in Henry J. Barkers title bond to Brooks, assigned as aforesaid, but lies near the same. It is also true that George W. Barker on the 24th day of May 1880 executed a bond for a title in the penal Sum of $550.00 to the female plaintiffs binding himself in that Sum to make them a title to the land therein described. Subject to the conditions therein set out. And it is also true that this respondent wrote that bond and subscribed the same as an attesting witness along with one Andrew J. Litton.

But it is not true, that this respondent either for himself or the said Mary J. and John P. Hammond purchased or traded the land described in this last mentioned bond to Dempsey Singleton in his lifetime, or the plffs or any of them since his death, for the land described in the title bond of Henry J. Barker to said Brooks and transferred & assigned as aforesaid. But it is at the same time true that at the request of said Mary J. and John P. Hammonds he paid to Dempsey Singleton the $30.00 as stated by Plffs as boot between the two pieces of land.

At the time this respondent purchased the said 100 acres of land from George W. Barker, he was the guardian

of Mary J. and John P. Hammond and had, or was expecting soon to have in his hands some money which belonged to them and respondent believing them, as he now does that the best and most secure investment that he could make of his said Wards means would be to invest the same in land and they desiring such investment to be made, this respondent did invest their means in the purchase of said land to that extent at their Special instance and request and for their own exclusive use and benefit notwithstanding they were then each under the age of 21 years, and were legally incapable of doing any act, which would bind them in the least, or give any directions as to the management of their estate, And hence when respondent purchased said land he took said Barkers title and to himself as such guardian so that when his said wards should arrive at the age of 21 years and should then elect to take said land in lieu of money, that respondent could have said Barker to make to them the deed or title therefor, and if they should decline so to do then it was respondents intention to leave the title to said land as made to himself, and to pay to his said wards the purchase money with accruing interest in lieu thereof, in other words this respondent knew at the time as well as now, that his said wards were under no legal obligation to take said land although the same was purchased by respondent for their Special use & benefit and at their Special instance and request. And they at the same time promised that as soon as they

arrived to the age of 21 years they would then give to respondent a receipt and discharge as such their guardian for the money so invested in said land and the same promise was made with reference to the said $30.00 paid by Respondent for them as aforesaid to said Dempsey Singleton as bot between said lands And respondents here states that since the said Mary J Hammonds has arrived to the age of 21 years She [illegible] has executed a receipt release and acquittance to him for and on account of the Money paid into the purchase price of said land, and of said $30.00. so far as one half thereof is concerned. And respondents has no doubt but that said John P. Hammond will do likewise on arriving at the age of 21 years.

As soon as respondents purchased said land, his words the said John and Mary Hammond claimed it as theirs and they and their mother exercised acts of ownership over the same, and respondents never at any time claimed or pretended to claim any interest therein and this was generally known throughout the neighborhood

While things were in the condition as here represented, and while Mary J. and John P. Hammond were under the age of 21 years, the said Dempsey Singleton procured the said Mary J. and John P. Hammond although he knew them to be so under age, to agree to exchange the land so purchased by respondent for them to him for the piece of land described in H J Barkers title bond to Brooks and assigned as aforesaid to him, and another small piece adjoining the latter containing one acre or two with a small house thereon and not mentioned in said last named bond.

And before this pretended trade or exchange of land was pretended to be consummated by the assignment dated May the 24 1880 and the bond to the Female Peffs bearing said last mentioned date, the said Mary J. and John P. Hammond were advised by this respondent with reference to the propriety of such exchange, when this respondent told his said wards not to make the said exchange, for the reason that the land which he had purchased for them was worth much more, than the land which they were to get by the exchange But notwithstanding this advice given by respondent to his said wards, they for reasons not known to him agreed to make said exchange And was called upon by Singleton respondent to do the necessary writing which he accordingly did at the request of his said wards said Dempsey Singleton

This respondent states that at the time of this exchange or pretended exchange of land that the said Dempsey Singleton knew that the said Mary J. and John P. Hammond were under 21 years of age, And he also knew at the time he took said Bond to the Female Peffs dated May the 24 1880. that George W. Barker Esq Before that time had executed to respondent as such guardian his title bond for the identical same land, and hence this respondent charges that Dempsey Singleton made said exchange on his part, and on the part of the female Peffs on his and their risk And that this respondent took no part therein further than to do the writing which the parties desired and was not looked to or regarded as a party in any way to the transaction by either party.

These being the facts of the case this respondent is advised that he is not liable to the plaintiffs or any one else for any any thing. This respondent does not now, nor has he at any time claimed any interest in any of said lands.

Some time before the 24th day of May 1880 respondent was informed that said Dempsey Singleton had executed to the United States or some officer thereof, a bond, for the privilege of carrying on some particular trade or calling, and had forfeited the same as was supposed at the time and was uneasy as to what might follow such forfeiture And holding as he then did H.J. Barker's title bond, he became anxious as it was said to get his property out of his hands, and beyond the reach of the law, And to attain that end, this respondent now believes said Singleton procured said Mary J. and John P. Hammond to agree to said exchange of land, and thereupon assigned to them the said Henry J. Barker's bond and took from Geo. W. Barker his bond to the female plaintiff, so as to appear to own no property whatever, if a liability should arise against him on account of said bond.

On arriving to the age of 21 years, the said Mary J. Hammonds acting for herself and her brother, declared that she would not abide by, and ratify, the exchange of land made with said Singleton during her minority, and called upon said G.W. Barker for a deed of conveyance, for the land purchased by respondent for her and her brother in discharge of that obligation or title bond executed by him at the time the said G.W. Barker never executed the deed, a copy of which is filed as exhibit (6) by the plaintiffs with their bill.

It is True as before Stated, that this respondent drew the title Deed of G W. Barker to the female Peffs and witness the same, But it is not true as charged by Peffs, that this respondent requested said Barker to Sign the Same, The trade was made between Dempsey Singleton and Mary J. and John P. Hammonds ~~without~~ as respondent is informed and believes, without his taking any part therein further than to do the necessary writing for the parties

It is perhaps true that Dempsey Singleton and the Peffs may have had for a short while possession of the land mentioned in G. W. Barkers Deed to the female Peffs, but he knows nothing of any valuable improvements being put thereon by Dempsey Singleton or the Peffs as claimed by them in their bill

It is also true, that after the execution of the deed by G W Barker to Mary J. and John P. Hammond, And after the former had arrived to the age of 21 years, And had determined to repudiate the said pretended exchange of land, And had intermarried with Jessee Davis, this respondent as the guardian of John P. Hammond did notify some of the plaintiffs by writing in the name of Jessee and Mary J Davis of a desire to repossess themselves of the land purchased by respondent as aforesaid, And it is also true as respondent is informed and believes, that soon after said notice was received by a part of the plaintiffs that all of them left the premises in question And this respondent finding the same unoccupied by the plaintiffs advised the said Jessee and Mary J. Davis to enter upon and take possession thereof, which they accordingly did, as respondent is informed and believes

It is not true as charged by the Pffs that this respondent procured the execution of the deed by G.W. Barker to Mary J & J.P. Hammonds for the purpose of defrauding the plaintiffs at of their land, but upon the contrary, so far as he may have had any agency therein, his object was, not to injure or defraud the plaintiffs, but was to prevent an injustice and an injury being done his ward John P. Hammond and his former ward, now Mary J. Davis That such injustice would have been done John P. Hammond and Mary J. Davis if such pretended exchange of land had been consumated, this respondent has cause to and does believe. To show the grounds on which this apprehension and belief is founded respondent here States that he has examined the records of the County Court clerks office to ascertain if he could, whether or not the said Henry J. Barker had title to the land sold by him to Brooks and by him to Singleton and by the latter attempted to be exchanged to Mary J. & John P. Hammonds, And as far as respondent has thus been enabled to see said Henry J. Barker has no title whatever to the land described in his bond to Brooks And thus far your respondent has not been able to learn in whom the legal title to said land is vested. Your respondent here charges that since the legal title to said land was not in Henry J. Barker nor in Brooks nor yet in Dempsey Singleton it was a gross fraud in the latter to attempt to trade or deal in land thus situated. And to have parted of land under these circumstances to persons of full age and discretion would be such gross and palpable fraud as to irritate

and render void the entire transaction, and as such would be the result as respondent is advised if the transaction had been had with persons competent in law to act for themselves than what must necessarily be the result when one of the pretended contracting parties were infants and wholly incapable of giving consent to any thing binding them in any way

This respondent is informed and believes, that that Jessee Davis & wife and John P Hammond set up no claim whatever to the land described in Barkers Deed to Brooks, but are willing and do relinquish any and all claim thereto, and that cause being followed by them no injury or injustice is done the plaintiffs, since they will then occupy precisely the position they would have been in had not the pretended exchange been made

This Respondent having now fully answered and confessed and confessed and avoided the allegations of the Peffs Bill, and any denied he hereby denies each and every allegation therein not so confessed and avoided, and specifically denied And now prays that the Peffs bill be dismissed, and respondent decreed his costs.

Ayers & Morgan for Defts.

I do swear that the Statements in the foregoing answer so far as made on my own Knowledge are true, and so far as made on information derived from others I believe to be true. so help me god.

G. C. Duff

Sworn to before me Aug 31 1882

H J. Morgan Com.

Granville C. Duff

Ads } Answer

Jabez Hunt wife &c

Filed in open Court by permission thereof Sept 7th 1882.

J. A. G. Hyatt
Clerk

John Herd wife &others. Pltff.
vs. } In Chy
Jessee Davis wife &others Dfts

On the calling of this cause on this day it was announced that the matters in dispute between the parties had been settled by arbitration since the last term, and the cause thereupon came on to be finally heard on the papers formerly read in the cause. And the award of the arbitrators filed in the cause marked A.B.C.D, and the report of A.J. Litten receiver this day filed, and was argued by counsel, and neither party requiring a rule to show cause against the said award. pursuant thereto it is adjudged ordered and decreed that the contract for the exchange of land entered into between Dempsey Singleton and Mary J. & John P. Hammonds on the 24th day of May 1880 be rescinded and set aside, That the title bond executed by defendent G.W. Barker to the female plaintiffs dated May 24th 1880 be cancelled & held for naught, That the assignment made by Dempsey Singleton of the title bond on Henry J. Barker to Mary J. & John P. Hammonds be likewise cancelled & set aside &

the Peffs be remitted to all their rights and remedies on and under the last named bond. That the defendents Mary J. Davis (late Hammonds) and John P. Hammonds take and hold the land conveyed to them by George W. Barker wife, by deed dated August the 6th 1881. That the deft G.C. Duff be held harmless in the premises, That the Peffs are entitled to the rents of the Hammonds land for the year 1882 as per testimony heard by A.J. Litten and A. J. Litten receive the sum of $2.50 out of said note for as reciver in the cause, and that each party pay their own costs including the arbitration fees and no further action being necessary the cause is stricken from the docket.

Geo Hurd wife vs Dacus Pindl Frances Davis vs

Entered page 329 J.P.B. Hyatt Clerk

Enter this Jas A.K. Sept 3/83

16.0 6.6 19.42

83 - 9 - 3 82 - 11 - 13 10 - 18

10.6 5.3 8 22.4 1.75 6.67

John Herd & wife et al Plffs.
against
Jessee Davis et al. Deffs } Order.

This cause came on again this day to be heard upon the papers formerly read and was argued by Counsel - And it appearing that Commissioner ~~John A. G. Hyatt~~ James M. Hyatt has not taken the account heretofore ordered in this cause and ~~he having assumed a uncertain~~ ~~ad litum, it not now being proper~~ that he should longer act as Commissioner, He is ~~duly~~ hereby by his consent removed and Wm. A. Orr who is hereby substituted in the room and stead of said former Commissioner, will proceed to do & perform the things heretofore directed to the said ~~Hyatt~~ James W. Orr. And the cause is continued.

John Herd Compl

vs

Decree

Jesse Davis et al

March T. 1883

Entered page 304
J. A. L. Hyatt
Clerk

Enter this
March 30 1883
J. A. H.

John Hand surfs &c Pltf

vs. } In Eqy

Jessee Davis surfs &c Defts

On the motion of Geo. W. Barker one of the Defts in this cause by his counsel, leave is granted him to file his answer and the same was accordingly filed and thereupon said Barker suggests to the court that Pltf is claiming rent from him for the use of the land in dispute for the year 1882 and that his co-Deft G. G. Duff is Guardian for Deft John P. Hammonds is likewise claiming the rents of said land for the same year and that he is at a loss to know to whom he should pay said rents until the matters of this suit shall be determined

It is therefore adjudged ordered and decreed that A. J. Sitton who is hereby appointed a receiver in this cause do collect and receive from said Barker the rents of said land and hold the same subject to the future order of the court. And he will report his action under this order to the court. And before entering upon the duties of Receiver said Sitton will execute bond with good security in the sum of $200.00 conditioned to well & faithfully account for such rents as he may receive & the cause is continued

John Ford & wife & others

vs. } Decree

Jesse Davis & others

Entered page 288.

J. A. G. Hyatt
Clerk

Entered this decree
Dec 1 1882

Jn. A. K.

Ch 44

Jessar Hurd wife & others. Plffs
vs. } In Chy.
Jesse Duis wife & others Defts

On the motion of Granville B. Duff one of the defendants in this cause, leave is granted him to file his answer, and the same was thereupon filed, and the plaintiffs entered a general replication thereto. and leave is given the other defendants to file their answers hereafter if they see proper so to do. And thereupon by consent of parties without adjudicating any question involved, it is ordered that John A.G. Hyatt be appointed a Special Commissioner to take and hear proof and report upon the following enquiries

1st Whether or not G.B. Duff swapped or traded the land which he bought for Mary J and John P. Hammonds to Dempsey Singleton or the Poffs, for the land described in H.J. Barkers title bond to Brooks.

2ndly Who were the parties between whom said exchange was made, and whether or not G.B. Duff was or was not a party to such exchange

3rd. Whether or not at the time of the supposed exchange Mary J & John P. Hammonds were infants and their respective ages and the terms and conditions of such exchange.

4th. Whether or not G.B. Duff requested H.J. Barker to sign & execute the bond to the female Poffs dated May 24th 1880.

5th. Whether or not the Poffs put valuable improvements on the land as claimed by them in their bill, and the value of such improvements if any such were in fact made

6th Whether the defts G.C. Duff procured the execution of the deed by G.W. Barker to Mary J. & J.C. Hammonds for the purpose of defrauding the plaintiffs out of this land or whether he procured its execution at all.

7th Will enquire and report who is the holder of the legal title of the land mentioned in H.J. Barkes bond to Brookes.

7th. Said Cond. will report any other fact deemed by him material or required by either party and along with his said report he will file the evidence on which he acted, and the cause is continued

Estate Hinds & wife et al
vs
Jesse Davis Widow et al

Entered. Pages 278 & 9.
J.C.A. Clk Appeals
Color

Extra Fees
for O.A.K.
Sept 7/82

Ans'd 464

Virginia

At a circuit court continued and held for Lee County at the Court House thereof on Friday the 1st day of December 1882.

John Herd wife & others Plaintiffs
vs
Jessee Davis wife & others Defendants } In Chancery

On the motion of George W. Barker one of the defendants in this cause, by his counsel, leave is granted him to file his answer, and the same was accordingly filed, and thereupon said Barker suggest to the court, that the Plaintiffs are claiming rent from him for the use of the land in dispute for the year 1883 and that his co-defendant J. C. Duff as Guardian for defendant John P. Hammonds is likewise claiming the rents of said land for the same year, and that he is at a loss to know to whom he should pay said rents, until the matters of this suit shall be determined.

It is therefore adjudged ordered and decreed that A. J. Litton, who is hereby appointed a receiver in this cause, do collect and receive from said Barker the rents of said land, and hold the same subject to the future order of the Court, and he will report his action under this order to the Court, and before entering upon the duties of receiver said Litton will execute bond with good security in the sum of $200. Conditioned to well and faithfully account for such rents as he may receive and the cause is Continued

A Copy Teste.

J. A. G. Hyatt
Clerk

John Herod wife etals
vs
Copy of Notice
Pearce Davis wife etals

Enquire for delivery
a Copy of the within to
C. J. Miller
Feb 1, 83 Ely & Co

Notice.

Notice is hereby given, that I will proceed, as substitutes Comm. by decree of March 30th 1883, to execute that decree, on Monday April 30th 1883.

Jno. A. Orr Special Comm.

Cobb 62

John Hurd & wife et als
vs } In Chancery
Jesse Davis & wife et als

To the Hon. John A. Kelly,
Judge of the Circuit Court of Lee
County: - At the last term of
your Honors Court, the above
styled Cause was referred to me
as Special Commissioner for the
purpose of taking an account,
and taking proof and reporting
upon 7 specified points. For
the purpose of discharging this
duty, I summoned the parties
before me on the 30th day of
April, 1883, at my Office in
Jonesville. No one appeared
on the day designated; but G. C.
Duff, one of the parties in
interest wrote me that the parties
had agreed to settle the matters
involved in this Cause between
themselves.

Respectfully Submitted
Wm. J. Orr
Special Commr.

John Hurd Trustee et al &c
vs } Replevin for 1 Wm. T. Ott. Comm.
Jesse Davis Trustee et al &c

Filed May 10th 1883
J. A. G. Wyatt clerk

Commission $1.50

To the Hon. John A. Kelly Judge of the Circuit Court of Lee County Va

The undersigned who was appointed a receiver in the Chancery Cause of John. Herd & wife et als against Jessee Davis & wife et als - Begs leave to report, that on Jan. the 6th he receive from the tenant to whom he rented 39 bus of corn at 40° pr bu. = $15.60 which was sold at that price to Jesse Davis, who executed his note for that sum with G. C Duff security which makes the same good. This note in the arbitration was agreed and awarded the plffs who requested your receiver to turn it over to A-L Richmond their Counsel - which he has done - subject to whatever Compensation would be due your receiver - and the Cause being now settled - He knows of no further duty to be performed by him All of which is respectfully submitted.

Aug. 30th 1883. A-J. Litten

Herdon et al

vs Receiver's

Report.

Jessee Davis et al

Filed at Aug. Term
1883 in open court.
by leave thereof.

J. A. Lightfoot
Clk

This indentured made the 6th day of August 1881.
between George W. Barker, Fanny Baker his wife of
the first part, and Mary J. & John P. Hammonds of the
County of Lee in the State of Virginia, of the second
part, Witnesseth that the said party of the first part,
for and in consideration of the sum of two hundred
and seventy five dollars, to him duly paid before
the delivery hereof, hath bargained and sold and
by these presents doth grant and convey to the said
parties of the Second part, there heirs and assigns
forever, all of that Certain piece or parcel of land,
lying and being in the County of Lee and State
of Virginia, and which is known and discribed
as follows to wit:- lying on the watters of dry branch
Containg 100 acres be the same more or less bounded
as follows to wit- Beginning at the mouth of
the east fork on a stake, thence up the dry branch
to the mouth of a spring branch, thence up the
spring branch to the Spring, thence square across
to the dry branch, thence up said branch to the line
between said Barkers and James G. Clark,

thence Eastwardly with said Clarks line to where it Strikes Isaac Statons line and with his line to a beech a corner between said Staton and Barker thence Southward with Samuel Wards line to two birches Corner between said Ward and Barker thence down the east fork to the beginning, together with all and singular the tenements and all the estate title and interest of the said party of the first part, therein, and the said parties of the first part, doth Covenant and agree with the parties of the second part, that they will warrant and defend the above granted premises, in the quiet and peacable possession of the said parties of the second part, there heirs and assigns forever, In witness whereof we here unto set our hands and seals this the day and date first above written,

George W. Barker Seal

Sammy his X mark Barker Seal

Virginia Lee County to wit,

I, G. L. Duff a Justice of the peace for

the County aforesaid in the State of Virginia, do Certify that George W. Barker whose name is signed to the writing above, bearing date on the 6th day of August 1881, has acknowledged the same before me in my County aforesaid, Given under my hand this 6th day of August 1881.

G. L. Duff J.P.

State of Virginia
County of Lee } To wit: We W. R. Yeary and G. L. Duff Justices of the peace for the county of Lee in the State of Virginia, do Certify that Fanny Barker the wife of George W. Barker whose names are signed to the writing within bearing date on the 6th day of August 1881, personally appeared before us in the county aforesaid, and being examined by us privily and apart from her husband, and having the writing aforesaid fully explained to her she the said Fanny Barker acknowledged the said writing to be her act and declared that she had willingly executed the same and does not wish to retract it.
Given under our hands this 6th day of August 1881.

W. R. Yeary J.P.
G. L. Duff J.P.

Virginia Lee County Court Clerk's office October 18th 1881.

The foregoing deed bearing date on the 6th day of August 1861, between George W. Barker and Fanny his wife of the first part, and Mary J. & John Hammonds of the second part, all of Lee County Virginia, was this day admitted to record upon the certificates of G. B. Duff & W. R. Geary two Justices of the peace for Lee County Virginia.

Teste John R. Gibson Clerk

A Copy.

Teste John R. Gibson Clerk

Mary J. & John Hammonds
from
A Copy of Deed
George W. Barker & Wife

Recorded in Deed
Book No 17 P. 507
J. R. Gibson Clk.

"C"

Filed June 8 1882
J. A. Wyatt Clerk.

Fee for this Copy 75¢

Know all men by these presents that Whereas, a controversy is now existing between John A Hund & wife and others, (to wit) the heirs at Law of Dempsey Singleton, in the county of Lee and state of Virginia and G. C. Duff & others (to wit) & Jefse Davis and Mary his wife formerly Mary Hammons & John P. Hammons and Geo. W. Barker of County & State above named concerning a title bond for land to the Singleton heirs - all of concerning a Swap or exchange of Certain Lands. To wit the tracts upon which Jefse Davis now lives and lands formerly known as the John Brooks land and since owned or occupied by Dempsey Singleton

Now therefore we the said parties John A. Hund & Wife and others, and G. C. Duff and others, Lt W Barker do hereby submit the said controversy to the decision and arbitration of Mandicus N Glass. Peter W Allen and Joel A Hubbard all of the County aforesaid or to any two of them and do covenant each with the other that we will in all things faithfully keep observe and abide by the decision and award that they or any two of them may make in writing ~~under~~ in the premises under their hands, & to be delivered

on or before the first day of ~~July~~ August next

And it is further agreed between the parties hereto, that the party that shall fail to keep abide by and observe the decision and award that shall be made according to the foregoing Submission will pay to the other the sum of (two hundred dollars) as ~~Liquidated~~ fixed and settled damages,

Witness our hands & Seals this 28th day of April 1883

Nelly Hurd Seal
John Fields Seal
Emaline Fields Seal
Hiram Kimberlin Seal
Malissa Kimberlin Seal
James Fannon Seal
~~Mary~~ Isabell Fannon Seal
C. Jefferson Lovel Seal
Melvina Lovel Seal

By
C. J. Lovel
Witness
Jacob B Harris

Jesse Wilson Seal
Mary J Wilson Seal
John R Hammonds Seal
G C Duff Seal
George W Barton Seal

By
G C Duff

Bona of
Submission

(A 81)

John Hurd & wife & others
vs
Jesse Davis & wife & others
} In Chy

The parties to this suit having mutually agreed to refer all matters of difference between them to the undersigned as arbitrators, as shown by their bond and agreement herewith filed marked (A B) We proceeded on the 20th day of July 1883 to hear the parties and their evidence and we make the following award in the premises; That the contract for the exchange of land made between Dempsy Singleton and Mary J. & John P Hammonds on the 24th day of May 1880 be recinded and set aside. That the title bond executed by the defendant G. W. Barker to the female Peffs dated may the 24th 1880 be canceled and held for naught, That the assignment made by Dempsy Singleton of the title bond of Henry J Barker to Brooks dated may the 24th 1880 be likewise canceled and set aside, and the Peffs re instated to all their rights and remedies under the said last mentioned bond as against said H. J. Barker & said Brooks That Defts Mary J Davis late Mary J Hammonds and John P. Hammonds take

and hold the tract of land conveyed to them by George W Barker & wife by deed bearing date Aug 6th 1881, That the defendants G.L. Duff be held harmless in the premises, That the Pepps are entitled to all the rents of the Hammonds land for the year 1882 and now in the hands of a receiver and that each party shall pay their own costs including the arbitration fees,

Given under our hands & seals this 20th of July 1883

Joel A Hubbard Seal

Meredes N. Glapp. Seal

D N. Allen Seal

John Head vs Jas Stewart et al Issues Docs

(A96)

Know all men by these presents that we
A. J. Litton and C. Slemp
are held & firmly bound unto the Commonwealth
of Virginia in the just and full sum of $200.
for the payment whereof well and truly to be
made to the said Commonwealth, we bind our
selves, our heirs &c jointly and severally, firmly
by these presents; and we as to this bond waive
the benefit of our Homestead Exemptions, witness
our hands and seals this ~ day of 1883.

The condition of the above obligation
is such that whereas, in a certain Chancery
Cause now pending in the Circuit Court of Lee
County Virginia, in which John Herd &
wife et al are plaintiffs and Jessee Davis
& wife et al are defendants, the above
bound A. J. Litton is appointed Receiver
of the rents of the lands in the bill men
tioned, and directed to receive the
same from Geo. W. Barton and
hold the same subject to the future
order of the Court.

Now if the said Litton shall well and truly execute the duties of his office as such receiver then this obligation to be void otherwise to remain in full force & virtue.

A. J. Litton (Seal)

C. Stump (Seal)

Filed 1883
J. H. Wyatt
Clk

Order of Board of Supervisors et al
vs
Record Bond
of
Jesse A. Runnells et al

and 44

Notice

Mrs. Polly Singleton, John Fields, Jefferson Lovel & John A Hurd Take notice that at the next County Court of Lee County Va we will proceed to make a motion or take such steps as will dispossess you and each of you of our land that G.W. Barker deeded to us This 6th day of March 1882

Jesse Davis
Mary J. Davis
By G.C. Duff Guard for
John P. Hammonds

John Fields

Notice

The Commonwealth of Virginia,

To the Sheriff of Lee County - - - Greeting:

We Command you to Summon Jessee Davis (Alias Jessie Wilson) and Mary J. Davis his wife, John P. Hammonds, George W. Barker, G. C. Duff Guardian of John P. Hammonds and G. C. Duff in his own right.

To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in July next, being the day to answer a bill in Chancery, exhibited in our said Court against them by John Herd & Nelly Herd his wife (formerly Nelly Singleton) Hiram Kimberling & Malissa Kimberling his wife (formerly Malissa Singleton) James Farmon & Ara Farmon his wife (formerly Ara Singleton) John Fields & Evaline Fields his wife (formerly Evaline Singleton) C. J. Lovel & Melvina Lovel his wife (formerly Melvina Singleton)

And have then there this writ. Witness JOHN A. [illegible] HYATT Clerk of our said Court at the Court-House this 8th day of June 1882, in the 106 year of the Commonwealth.

J. A. S. Hyatt CLERK;

P

John Herd & wife et al

vs

Spain in Chy

Jesse Davis & wife et al

July Rules 1882

Case called by Solicitors
ing a Copy of the
Petition to clerk of the
Pentagon Court the 2d
1882 H. Miles D.C.
for D.C. Eley D.C.

Ans 44